

chattels real, and the value thereof, are not sustained by any proof. *Thirdly*, because the auditor hath not allowed this defendant the several sums of money laid out, expended and paid by him on account of the lands and property mentioned in the the proceedings; and for large sums of money paid to the representatives of *Anthony Hook* by this defendant, and the defendant *Barbara*, all which are fully proved by sufficient evidence. And *fourthly*, because this defendant is made debtor for \$56,899 42, when in truth all the negroes, personal property and chattels real, whence that sum arises, principally belonged to him, though claimed under *Barbara*, all which is fully sustained by the proof.

The defendant *Benjamin Rawlings* also excepted to this report of the auditor. *First*, because he had placed too high an estimate on the annual value on the lot therein mentioned; and charged this defendant with more ground rent for the same than was justified by the evidence. And *secondly*, because the auditor has not estimated the value of the improvements erected on that lot at as much as they are shewn by the evidence to be worth. And the defendant *John Fitzgerald* excepted also to this report of the auditor for the same reasons.

After which the plaintiff, by his petition, filed on the 5th of October, 1831, stated, that since the passing of the order of the 5th of December, 1826, the defendant *Chittenden* had departed this life, and that the lot of ground which had been held by him, as in the proceedings mentioned, was then in the possession of *Harriet Chittenden*, his widow and legal representative; that this plaintiff has since discovered, that the title to this lot of ground was, in truth, and only deducible from the deed of trust of the 17th of August, 1797. Wherefore he prayed, that the agreement, filed on the 12th of February, 1827, might be rescinded and withdrawn. Upon which the Chancellor suggested to the solicitors, that as the case had abated by the death of the defendant *Chittenden*, there could be no further proceedings had until it had been revived against his legal representatives.

*Charles Frenour*, by his petition, filed on the 29th of November, 1831, stated, that prior to the execution of the deed of trust of the 17th of August, 1797, the late *Anthony Hook* had by a deed bearing date on the 8th of May, 1797, conveyed the one-half of the lot on Alice-Anna street to *John Hook*, from whom it had passed to this defendant *Edward Hagthrop*, under whom this petitioner claimed. Whereupon he prayed, that all such of the proceedings, in this